

CONTRACTS

HARDWARE POLICY

June 18, 2019

This Policy complements and provides additional terms and conditions for the Customer's use of the "Hardware", as described in the relevant Equinix Order. Any terms not defined in this document are defined in the Equinix Order, MCA, or other similar documents.

1. Product Description

The Hardware service provides leased Equinix Brazil equipment that is for the exclusive use of the customer. The Hardware provided by Equinix is to be hosted in the customer's environment (in dedicated cabinets or in shared Equinix cabinets, where multiple customers are hosted), located at any of the Equinix Brazil Datacenters.

The customer should consult the Account Manager in charge to learn about uptime and delivery terms. The specific features of the equipment provided shall be listed in the Equinix Order.

Products

The Hardware Service includes dedicated equipment such as Servers, Routers, Switches, Firewall, Load Balancers, Tape Libraries and other components, following the manufacturers' standards and allowing for various customized/parametrized solutions based on the customer's needs and the service requested. The following products fall within the scope of this service:

- Computer Hardware – Server;
- Network Hardware – Switch;
- Security Hardware – Firewall;
- Network Hardware – Load Balancer;
- Data Hardware – Tape Library;
- Hardware Components;
- Managed Services – Custom (all Custom types containing Hardware).

Enablement

Equinix Brazil is responsible for the initial physical installation of the equipment, as hired by the customer, with the pertinent non-recurring costs (NRC). The product is enabled after completion of the following procedures:

- (i) Removal of the Hardware from the inventory provided by Equinix Brazil;
- (ii) Physical installation of the Hardware in the customer's environment;
- (iii) Connection of the equipment to the Power strips/Power Distribution Units (PDUs) (owned by the customer or by Equinix);

Basic Support

Equinix Brazil offers 24x7x365 support for the Hardware service. The Basic Support services available in the service offered by Equinix Brazil are detailed below, which may be requested at no additional cost:

- Investigating and solving Hardware failure related to the equipment's physical components.
- Running the Power Cycle Hardware (Reboot) *.
- Product information;

** The included Power Cycle Hardware service consists of merely disconnecting and reconnecting the power supply to the customer's equipment or hitting the reset button and then informing the customer that the service was performed. This service is performed at the IBX technician's first available opportunity on a first-come first-served basis.*

Additional Support

Equinix Brazil offers Additional Support not included in the Hardware basic support service. All services are described in the document entitled Equinix Brazil Service Catalog. These can be requested via the managed services portal and will be charged separately as Premier Support Hour services, as a non-recurring charge (NRC).

2. Service Features

Technical Specifications

The technical specifications, model, capacities, number of ports, interfaces, required cabinet space, etc. of the Hardware purchased by the customer are described in the Equinix Brazil Product Catalog document provided along with this document.

Service modes

- **Equinix Portfolio**

The Equinix Portfolio mode is based on respective contractual standards, where the equipment is made available with generic names in a standardization of "Equinix Portfolio" products.

Both parties agree that, for the provision of these services, Equinix Brazil may choose the equipment that best meets the customer's technical specifications, not favoring any manufacturers or vendors.

Equinix Brazil reserves the right to select the option for Hardware Components (RAM, Hard Disks, Network Cards, Controllers, etc.) that best fits the configurations desired by the customer.

• **Custom Certified**

The Custom Certified mode follows Equinix Brazil's vendors' standards, specifying the model and manufacturer of the equipment available to the customer in contractual terms, as well as the basic technical features guaranteed in the Equinix Portfolio mode.

Provision of this service is available only for use with the specific model purchased by the customer. The offerings under this mode comply with the technologies supported in the Equinix Brazil Technology Array, but limiting the scope of additional technical support provided by Equinix Brazil and the maximum equipment repair period.

As in Portfolio mode, Equinix Brazil reserves the right to select the option for Hardware Components (RAM, Hard Disks, Network Cards, Controllers, etc.), that best fits the configurations desired by the customer, and (Model and Manufacturer) can be specified if the Custom Certified mode for the component is selected.

If the customer requires a specific technical characteristic is described in the contract (such as a specific processor model, for example: "Intel Bronze 3104 1.7 GHz 6 Cores"), he or she must purchase the Custom Extended mode.

• **Custom Extended**

The Custom Extended mode uses the manufacturer standards selected by the customer and follows the operating assumptions defined in the contract. Because it is not part of the Equinix Technology Array, management is not available for this mode.

Any action related to this acquisition model that is not defined in the contract is the responsibility of the customer.

3. Service Level Agreement (SLA) — 99.90%

The purpose of this Service Level Agreement ("SLA") is to set the maximum repair time for the Hardware service and specify the discount available to the Customer if Equinix Brazil cannot achieve those levels.

The Hardware product is designed to offer the following maximum time for equipment repair:

MODES/SLA	MAXIMUM SLA TIME FOR EQUIPMENT REPAIR (CONTRACTUAL MONTH)	MRC CREDIT FOR EACH ITEM
In the Equinix Portfolio and Custom Certified modes, 99.45% SLA	4 hours	If Equinix fails to comply with this SLA, a discount equivalent to one contractual day will be considered, as well as one hour discount for every 15 (fifteen minutes that follow the maximum agreed time).
In the Custom Extended mode, the customer shall have the SLA value and discount guidelines defined in the contract.	—	—

The SLA shall not apply (and Equinix will have no liability) if the downtime:

- (i) Is due to unforeseeable circumstances, force majeure or is caused by circumstances beyond Equinix's reasonable control;
- (ii) Occurs during a scheduled maintenance window.

The Hardware services repair will be fulfilled within the specified period during the contracted equipment's downtime. The equipment is deemed unavailable after the customer submits a ticket to the Equinix Managed Services Portal.

The maximum number of discounts that Equinix can offer a customer in a particular contract month is limited to the value of 30 (thirty) days of the value of the Hardware service purchased by the customer, regardless of the number of times that the service provided to the customer remains inoperative, or the duration of the above-mentioned inoperativeness during the same contract month.

Discounts will be calculated based on the monthly fee of the Hardware item(s) for the current month of the incident.

4. Customer Responsibilities

The customer shall:

- (i) Provide an email address and phone number for a primary contact and an operational contact;
- (ii) Provide the space and power required for installation and use of the product purchased.

The customer may not:

- (i) Conduct any activity that may interfere with or impair the service of any other customer;
- (ii) Take any action for the purpose of avoiding payment to Equinix Brazil for the use of the Hardware product;
- (iii) Incorporate any of his own components in said equipment provided by Equinix.
- (iv) Request service for technologies not available from the Equinix Technology Array

Equinix Brazil reserves the right not to allow the installation of any equipment to be used by the customer that:

- (i) Exceeds the contracted space limits;
- (ii) Jeopardizes the security of other customers' equipment;
- (iii) Exceeds the contracted electric power limit.

EQUINIX Brazil shall not be responsible for the configuration, installation, operation, technical support and administration of the operating system and/or any other development programs (software) or applications installed by the customer on provided Equinix equipment.

Equinix is not responsible for the inherent operational features of the software or Hardware systems that are not within the scope of the contracts existing between Equinix and the customer.